

TRANSFER
TAX
PAID

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Kennebec Property

QUITCLAIM DEED WITH COVENANT

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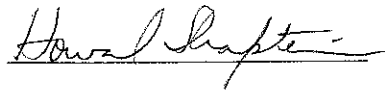
On this 29th day of April, 1999, KIMBERLY-CLARK TISSUE COMPANY, a Pennsylvania corporation, for consideration paid, grants and assigns to MADISON PAPER INDUSTRIES, a Maine general partnership, whose mailing address is Main Street, P.O. Box 129, Madison, Maine 04950-0129, with QUITCLAIM COVENANT, certain lots or parcels of land, easements and licenses, including without limitation, any and all appurtenances and other improvements relating or pertaining thereto situated in the Towns of Winslow, Benton and the City of Waterville, all in the County of Kennebec and State of Maine as more particularly described on Schedule A attached hereto and by this reference incorporated herein.

Hollingsworth & Whitney Company by certain Articles of Consolidation and Merger became Scott Paper Company. This merger is memorialized in a deed dated October 27, 1954 and recorded November 7, 1954 in the Kennebec County Registry of Deeds in Book 982 at Page 142. Scott Paper Company on February 14, 1996 changed its name to Kimberly-Clark Tissue Company and filed its Amended Application for Authority of Foreign Corporation on March 21, 1996 in the Office of the Maine Secretary of State as File No. 19430002 F.

IN WITNESS WHEREOF, this Quitclaim Deed With Covenant has been duly executed by Kenneth A. Strassner, Vice President/Environment and Energy of Kimberly-Clark Tissue Company, hereunto duly authorized, as of the day and year first above written.

WITNESS:

KIMBERLY-CLARK TISSUE COMPANY



By: Kenneth A. Strassner
Name: Kenneth A. Strassner
Title: Vice President/Environment and
Energy

O'Donnell & Lee 24

STATE OF GEORGIA
COUNTY OF FULTON, SS.

April 29, 1999



Personally appeared Kenneth A. Strassner, Vice President/Environment and Energy of Kimberly-Clark Tissue Company and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation.

Before me,

Susan L. Gaynor
Notary Public
Print Name: Susan L. Gaynor
Commission Expires: _____
(Affix Notarial Seal)

Susan L. Gaynor
Notary Public, Fulton County, Georgia
My Commission Expires Nov. 09, 2002

QuitclaimDeedfinalend0428

SCHEDULE A

PARCEL I - DAM SITE (INCLUDING THE RIVERBED) AND ACCESS ROAD AREA

A certain lot or parcel of land together with any structures or improvements existing thereon, situated in the Town of Winslow and the City of Waterville, County of Kennebec and State of Maine, bounded and described as follows:

Beginning at an 8" x 8" granite monument marking the northeast corner of land conveyed to Hollingsworth & Whitney Company by deed from Howard R. Getchell dated April 18, 1892 recorded April 19, 1892 in the Kennebec County Registry of Deeds in Book 392 Page 24, said point being referred to herein and depicted on the "Plan" (as defined below) as the "Point of Beginning";

thence, southerly along the easterly line of land conveyed to Hollingsworth & Whitney Company by said Getchell on a course of S 31°-15'-22" W a distance of five hundred twenty-seven and twenty-two hundredths (527.22) feet to a point marking the northwest corner of land conveyed to Hollingsworth & Whitney Company by deed from Carl Johan Bendix dated August 21, 1919 recorded August 29, 1919 in the Kennebec County Registry of Deeds in Book 575 Page 566;

thence, easterly along the northerly line of land so conveyed to Hollingsworth & Whitney Company by said Bendix on a course of S 75°-50'-32" E a distance of sixty-eight and fifty-four hundredths (68.54) feet to a point;

thence, southerly along the easterly line of land so conveyed to Hollingsworth & Whitney Company by said Bendix on a course of S 14°-09'-28" W a distance of sixty and zero hundredths (60.00) feet to a point being the apparent southwesterly terminus of Simpson Avenue;

thence, easterly along the apparent southerly sideline of Simpson Avenue on a course of S 75°-50'-32" E a distance of one hundred ninety and forty-two hundredths (190.42) feet to a point being the northwest corner of land conveyed to James L. Dean by deed from Hollingsworth & Whitney Company dated July 14, 1909 recorded in the Kennebec County Registry of Deeds in Book 494 Page 530 and further being the northwest corner of land currently of Percy M. Darrington, said point also being located on the easterly line of the land herein conveyed; and

thence, southerly along the westerly boundary of land now or formerly of Percy M. Darrington and Mark Auger on a course of S 26°-02'-50" W a distance of five hundred forty-seven and sixty hundredths (547.60) feet to a granite monument marking the southwest corner of land conveyed to said Dean by Hollingsworth & Whitney Company above noted, said monument also marking the northwest corner of land conveyed to Greg Larson by deed dated May 25, 1996 and recorded in said Registry of Deeds in Book 5149, Page 62;

thence, continuing southerly along the westerly boundary of land now or formerly of Greg Larson, Laurie A. Hapworth, Robert H. Magee, Mrs. Roy Goodrich, M & R Realty and Stephen W. MacLean and Jill A. MacLean, on a course of S 26°-11'-57" W a distance of one thousand

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three hundred ninety-three and fifty-three hundredths (1393.53) feet to a granite monument located on the westerly line of land now or formerly of said Stephen W. MacLean and Jill A. MacLean;

thence, easterly along the southerly line of land of said Stephen W. MacLean and Jill A. MacLean on a course of S 78°-32'-56" E a distance of thirty-eight and ninety hundredths (38.90) feet to a point marked by a 3/4" galvanized iron pipe;

thence, southerly along the westerly line of land of said Stephen W. MacLean and Jill A. MacLean on a course of S 17°-42'-48" W a distance of one hundred sixteen and seventy-eight hundredths (116.78) feet to a point marked by a found 3/4" iron rebar;

thence, southerly along land to be retained by Kimberly-Clark Tissue Company and being the westerly line of land to be conveyed to the Taconnet Federal Credit Union, on a course of S 34°-49'-46" W a distance of three hundred eight and eighty-eight hundredths (308.88) feet to a point marked by a 3/4" iron rebar;

thence, southeasterly along the southerly line of land to be retained by Kimberly-Clark Tissue Company and being the southerly line of land to be conveyed to the Taconnet Federal Credit Union, on a course of S 55°-10'-14" E a distance of one hundred sixty and twenty-six hundredths (160.26) feet to a point marked by a 3/4" iron rebar located on the westerly sideline of Benton Avenue;

thence, southerly along the westerly sideline of Benton Avenue on a course of S 34°-49'-46" W a distance of four hundred fifty-one and fifty-seven hundredths (451.57) feet to an unmarked angle point in the highway;

thence, continuing southerly along the westerly sideline of Benton Avenue on a course of S 24°-12'-44" W a distance of one hundred thirty-seven and eighty-nine hundredth (137.89) feet to a point on said sideline marked by a 3/4" iron rebar;

thence, northwesterly along land to be retained by Kimberly-Clark Tissue Company on a course of N 55°-10'-14" W a distance of Ninety-six and ninety-five hundredths (96.95) feet to a point marked by a 3/4" iron rebar;

thence, northerly along land to be retained by Kimberly-Clark Tissue Company on a course of N 25°-33'-12" E a distance of one hundred sixty-one and thirteen hundredths (161.13) feet to a point marked by a 3/4" iron rebar;

thence, northwesterly along land to be retained by Kimberly-Clark Tissue Company on a course of N 40°-09'-37" W a distance of fifty-eight and eighty-one hundredths (58.81) feet to a point marked by a 3/4" iron rebar;

thence, northerly along land to be retained by Kimberly-Clark Tissue Company on a course of N 17°-54'-12" E a distance of three hundred eighty-one and thirty-four hundredths (381.34) feet to a point marked by a 3/4" iron rebar;

thence, westerly along land to be retained by Kimberly-Clark Tissue Company on a course of N 75°-18'-19" W a distance of thirty-seven and forty-five hundredths (37.45) feet to a point marked by a 3/4" iron rebar;

thence, northerly along land to be retained by Kimberly-Clark Tissue Company on a course of N 25°-59"-14" E a distance of four hundred sixteen and forty hundredths (416.40) feet to a point marked by a 3/4" iron rebar;

thence, northeasterly along land to be retained by Kimberly-Clark Tissue Company on a course of N 41°-20'-11" E a distance of one hundred thirty-one and seventy hundredths (131.70) feet to a point marked by a 3/4" iron rebar;

thence, northerly along land to be retained by Kimberly-Clark Tissue Company on a course of N 25°-41'-50" E a distance of one thousand one hundred nine and thirty hundredths (1109.30) feet to a point marked by a 3/4" iron rebar;

thence, westerly along land to be retained by Kimberly-Clark Tissue Company across the Mill Canal, so-called, on a course of N 77°-23'-16" W a distance of one thousand sixty and twenty-five hundredths (1060.25) feet to a point marked by a 5/8" iron rebar with Cap #1170;

thence, northwesterly along land to be retained by Kimberly-Clark Tissue Company on a course of N 38°-00'-00" W a distance of fifty-two and fifty-four hundredths (52.54) feet to a 1/2" painted drill hole set in ledge near the easterly sideline of the Kennebec River;

thence, continuing on the same course of N 38°-00'-00" W a distance of four and thirty-three hundredths (4.33) feet to a point on the southeasterly bank of the Kennebec River at elevation fifty-four and fifteen hundredths (54.15) feet, the mean low water line of the Kennebec River as based on the National Geodetic Vertical Datum of 1929;

thence, northerly crossing the Kennebec River on a course of N 07°-36'-40" W a distance of six hundred seventy-two and seventy-eight hundredths (672.78) feet to the southwest corner of a concrete retaining wall in the City of Waterville on the westerly bank of the Kennebec River;

thence, following the exterior edge of the concrete retaining wall on a course of S 74°-29'-58" E a distance of twenty-four and twenty-five hundredths (24.25) feet to an angle point;

thence, following the interior edge of a concrete retaining wall on a course of N 34°-49'-09" E a distance of one hundred forty-two and seventeen hundredths (142.17) feet to an angle point;

thence, following the interior edge of a concrete retaining wall on a course of N 14°-08'-48" W a distance of twenty and eighty-eight hundredths (20.88) feet to a point at an angle in the wall marked by a brass disk set in the corner of the wall with Maine State Coordinate System Values Northing = 631, 297.539 and Easting = 641, 919.664 (west zone);

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thence, following the interior edge of a concrete retaining wall on a course of N 29°-47'-54" E a distance of twenty and seventy-nine hundredths (20.79) feet to an angle point;

thence, following the interior edge of a concrete retaining wall on a course of N 38°-18'-32" W a distance of thirteen and seventy-four hundredths (13.74) feet to a point at the end of said retaining wall;

thence, easterly on a course of N 78°-28'-06" E a distance of three hundred sixty-three and eighty-one hundredths (363.81) feet to a point in the Kennebec River;

thence, southeasterly on a course of S 60°-00'-00" E a distance of two hundred (200) feet to a point in the Kennebec River located in the Town of Winslow;

thence, easterly on a course of N 83°-43'-44" E a distance of one thousand and thirteen hundredths (1000.13) feet to the point and point of beginning.

Said above described parcel of land contains 40.38 acres.

Bearings are based on Grid North as defined by the Maine State Coordinate System West Zone.

Also convey an easement for a retaining wall located partly within the above described parcel of land and being the same easement conveyed to Scott Paper Company by deed of Maine Central Railroad Company dated April 28, 1982 and recorded September 1, 1982 in the Kennebec County Registry of Deeds in Book 2500, Page 241. This deed is hereby referred to for a more particular description of the easement being conveyed.

Also conveying certain land and easement rights on the west side of the Kennebec River and being the same land and easement rights conveyed to Hollingsworth & Whitney Company by deed of the Maine Central Railroad Company dated July 22, 1892 and recorded July 30, 1892 in the Kennebec County Registry of Deeds in Book 392, Page 238. This deed is hereby referred to for a more particular description of the land and easements being conveyed.

Together with any and all right, title and interest in all privileges and riparian rights pertaining to Parcel I.

Parcel I has been surveyed by Michael R. Sackett, PLS 1170 of Sackett & Brake Surveying, Inc. and a Plan based on this survey entitled "Standard Boundary Survey for Madison Paper Industries and Kimberly-Clark Tissue Company" dated April 27, 1999 (2 sheets), is to be recorded herewith in the Kennebec County Registry of Deeds ("Plan"). The Plan is hereby referred to for a more particular description of Parcel I.

All Book and Page references used in this deed are to records of the Kennebec County Registry of Deeds.

TITLE REFERENCE:

Grantor	Grantee	Date of Instrument	Date of Recording	Book and Page	Amount
Lockwood Company	Hollingsworth and Whitney Company	October 21, 1891	October 27, 1891	389/194	Part
Joseph W. Bassett	Hollingsworth and Whitney Company	August 10, 1904	August 20, 1904	460/281	All
Charles L. Withee	Hollingsworth and Whitney Company	April 25, 1905	June 7, 1905	466/235	Part
Lockwood Company	Hollingsworth & Whitney Company	May 18, 1897	May 28, 1897	419/53	Part
Carl Johan Bendix	Hollingsworth and Whitney Company	August 21, 1919	August 29, 1919	575/566	All
Howard R. Getchell	Hollingsworth and Whitney Company	April 18, 1892	April 19, 1892	392/24	All
Lockwood Company	Hollingsworth and Whitney Company	May 28, 1892	June 23, 1892	392/168	Part

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ROAD - DOWNSTREAM

Grantor	Grantee	Date of Instrument	Date of Recording	Book and Page	Amount
Carroll W. Abbott	Hollingsworth & Whitney Co.	November 23, 1915	November 26, 1915	549/426	Part
Harold M. Simpson	Hollingsworth & Whitney Company	January 6, 1916	January 12, 1916	555/243	Part
Harold M. Simpson	Hollingsworth & Whitney Co.	March 25, 1920	April 1, 1920	583/243	All
Victor Williams and Hannah E. Williams	Scott Paper Company	March 7, 1963	March 8, 1963	1294/94	All
Basil G. Adams and Margaret L. Adams	Scott Paper Company	January 18, 1963	January 21, 1963	1290/80	All
Howard E. Simpson	Scott Paper Company	April 1, 1964	April 2, 1964	1333/322	All
James L. Dean	Hollingsworth and Whitney Company	September 29, 1916	October 4, 1916	557/255	Part
Florence C. Boston and Fred N. Boston	Hollingsworth and Whitney Company	March 12, 1929	March 16, 1929	656/92	Part
James H. Simpson	Hollingsworth & Whitney Company	November 26, 1904	December 2, 1904	461/106	Part

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James H. Simpson	Hollingsworth & Whitney Company	November 9, 1906	November 26, 1906	477/92	All
Janet M. Emerson, May M. Noyes, Susan Milliken, Mary A. Milliken, Walter L. Emerson and George F. Noyes	Hollingsworth & Whitney Company	November 5, 1904	November 25, 1904	461/73	Part
Mary E. Alden, George A. Alden, May M. Noyes, George F. Noyes, Susan Milliken, Janet Emerson, Walter L. Emerson, Mary M. Plaisted and Fannie E. Brose	Hollingsworth & Whitney Company	July 9, 1904	September 28, 1904	460/436	Part
Mary E. Alden	Hollingsworth & Whitney Company	July 9, 1904	September 28, 1904	460/435	Part
Charles L. Withee	Hollingsworth and Whitney Company	April 25, 1905	June 7, 1905	466/235	Part

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Lockwood Company	Hollingsworth & Whitney Company	May 18, 1897	May 28, 1897	419/53	Part
Charles L. Withee	Hollingsworth & Whitney Company	December 29, 1906	January 1, 1907	477/218	All
Elizabeth Suttie & Janet Suttie	Scott Paper Company	July 26, 1962		1272/378	All
LaForest C. Simpson	Hollingsworth & Whitney Company	January 7, 1916		555/242	Part
Charles H. Drummond	Hollingsworth & Whitney Company	May 9, 1901		440/145	Part

RIVERBED

Grantor	Grantee	Date of Instrument	Date of Recording	Book and Page	Amount
Lockwood Company	Hollingsworth and Whitney Company	October 21, 1891	October 27, 1891	389/194	Part
Lockwood Company	Hollingsworth and Whitney Company	May 3, 1892	July 23, 1892	392/222	Part
Lockwood Company	Hollingsworth and Whitney Company	March 15, 1926	April 7, 1926	631/598	All

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Merimil Limited Partnership	Scott Paper Company	April 21, 1987	May 8, 1987	3147/290	All
Maine Central Railroad Company	Scott Paper Company	January 27, 1987	February 20, 1987	3108/230	All

WEST SIDE OF KENNEBEC RIVER

Grantor	Grantee	Date of Instrument	Date of Recording	Book and Page	Amount
Maine Central Railroad Company	Scott Paper Company	April 28, 1982	September 1, 1982	2500/241	All easement
Maine Central Railroad Company	Hollingsworth & Whitney	July 22, 1892	July 30, 1892	392/238	All

PARCEL II - LAND TO THE NORTH

Certain lots or parcels of land situated in the Town of Winslow and one parcel in the Town of Benton obtained by virtue of the following deeds:

FEE - UPSTREAM FROM AND CONTIGUOUS TO PARCEL I.

Grantor	Grantee	Date of Instrument	Date of Recording	Book and Page	Amount
James L. Dean	Hollingsworth and Whitney Company	October 27, 1916	November 1, 1916	557/318	All
Winslow Simpson	Hollingsworth & Whitney Company	August 31, 1897	September 1, 1897	421/459	All
Donald Sturtevant and Elaine Sturtevant	Scott Paper Company	July 31, 1980	August 4, 1980	2311/317	All

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Lucy A. Blaisdell	Hollingsworth and Whitney Company	May 10, 1901	May 14, 1901	440/152	All
Lockwood Company	Hollingsworth & Whitney Company	May 18, 1897	May 28, 1897	419/53	Part North of of Parcel I in both Winslow and Benton
Joseph B. Poulin	Hollingsworth & Whitney Company	May 23, 1907	May 25, 1907	480/147	All

The above deeds are hereby referred to for a more particular description of the property being conveyed.

Together with the right of way reserved by Scott Paper Company in its deed to Central Maine Power Company dated May 14, 1956 and recorded in the Kennebec County Registry of Deeds in Book 1047, Page 168. This deed is hereby referred to for a more particular description of the right of way being conveyed.

Together with any and all right, title and interest in all privileges and riparian rights pertaining to Parcel II.

Together with any and all rights, title and interest in the land as lies within the bed or on the bottom of the Kennebec River or any stream or water leading thereto or therefrom that is adjacent or contiguous to Parcel II.

PARCEL III - FLOWAGE RIGHTS

All the rights to flood and flow land that Kimberly-Clark Tissue Company has, including but not limited to those flowage rights described below.

Certain flowage rights on land situated in the Towns of Winslow and Benton and in the City of Waterville, obtained by virtue of the following deeds:

Flow Rights - Waterville, Winslow & Benton

- A. Eminent Domain Action
Scott Paper Company v. Parcel of Land about 6,350 Feet in Length and a Few Feet in Width
Located in Waterville, Kennebec County, Maine, et al. Judgment Dated May 16, 1991 and
recorded May 22, 1991 and recorded in the Kennebec County Registry of Deeds in Book 3912,
Page 167
- B. S.D. Warren Company to Scott Paper Company dated 8/20/91 recorded 8/23/91 Book 3965 Page
33
- C. Central Maine Power Company to Scott Paper Company dated 9/7/88 recorded 11/29/88 Book
3467 Page 115
- D. Maine Central Railroad Company to Scott Paper Company dated 11/15/88 recorded 11/29/88
Book 3467 Page 113
- E. 3 Bridges from State of Maine Department of Transportation dated 3/13/91 recorded 3/28/91
Book 3885 Page 188

Flow Rights - City of Waterville

Grantor	Date of Instrument	Date of Recordation	Book & Page
City of Waterville	7/1/91	7/8/91	3938/122
Thomas J. Morin and Kathryn A. Morin, Daniel G. Berard, Sr. and Mary M. Berard, Joseph W. Pelletier and Ruth B. Pelletier	6/13/90	7/16/90	3764/174
Robert C. Morrisette	7/13/90	7/16/90	3764/173
Waterville Sewerage District	3/29/91	4/8/91	3890/098
Joseph G. Mathieu	5/13/88	5/24/88	3351/152
Kennebec Water District	10/19/90	11/19/90	3833/007
David R. Lefebvre	8/14/90	8/15/90	3783/26
To Keyes Fiber Company Flow Rights Reserved	10/1/26	10/7/26	637/532

Flow Rights – Benton			
Grantor	Date of Instrument	Date of Recordation	Book & Page
Ray I. Beckwith and Marilyn J. Beckwith	12/19/86	6/5/87	3165/343
Tilcon Minerals, Inc.	11/17/88	11/29/88	3467/112
Cheryl D. Foster & William J. Foster	3/9/88	3/28/88	3321/308
Gary D. Aucoin & the President and Trustees of Colby College	7/19/88	9/12/88	3425/63
Joseph P. Boucher & Estelle B. George	8/27/88	9/19/88	3428/191
Carol A. Doyon & Travis W. Wood	5/11/88	5/13/88	3345/310
Robert E. Day, Lester B. Case & Juanita B. Case	8/4/88	12/8/88	3472/251
Robert M. Lord and Jane P. Lord	4/7/88	4/11/88	3328/333
Daisy Burns	8/11/88	9/26/88	3432/250
Philip Carter & Virginia Carter and Albro Cowperthwaite and Marion M. Cowperthwaite	7/14/88	9/19/88	3428/192
R. Zalisco Carter	7/1/88	11/18/88	3461/290
Lyndell E. Dixon	1/17/89	1/18/89	3491/202
Anna B. Rock	8/4/88	8/17/88	3407/127
Linda Roderick	8/22/88	10/26/88	3449/77
Osborne N. Ellis	8/22/88	9/12/88	3425/62
Emile Vermette	10/12/88	10/21/88	3446/201
Alan R. & Janice M. Beane	7/20/88	8/8/88	3400/279

Flow Rights - Town of Winslow			
Grantor	Date of Instrument	Date of Recordation	Book & Page
Leonel A. Breton and Diane L. Breton	4/20/88	8/8/88	3400/278

The above deeds are hereby referred to for a more particular description of the rights being conveyed.

PARCEL IV - BOND BROOK - AUGUSTA

A certain agreement and easement on land situated in the City of Augusta, County of Kennebec and State of Maine, as follows:

An Agreement and Easement between O'Neil Lajoie and Scott Paper Company dated March 25, 1991 and recorded April 17, 1991 in the Kennebec County Registry of Deeds in Book 3894, Page 30.

This instrument is hereby referred to for a more particular description of the rights being conveyed.

PARCEL V - BRIDGE PIERS

All of Kimberly-Clark Tissue Company's right title and interest in three former bridge piers located in the Kennebec River at the location of the former Maine Central Railroad Company bridge between Waterville and Winslow, County of Kennebec, State of Maine.

These piers are more particularly described in a certain Bill of Sale dated May 12, 1962, between Maine Central Railroad Company and Scott Paper Company, recorded May 22, 1962 in the Kennebec County Registry of Deeds in Book 1263 at Page 492.

PARCEL VI - M & R REALTY

a. Also conveying herewith the easement from Benton Avenue to the easterly sideline of Parcel I as shown on the Plan and as described in the deed from Kimberly-Clark Tissue Company to M & R Realty dated March 7, 1996 and recorded March 15, 1996 in the Kennebec County Registry of Deeds in Book 5086, Page 44. This deed to M & R Realty is hereby referred to for a more particular description of the easement being conveyed.

b. Also conveying and assigning herewith the option to purchase certain land and right of way from M & R Realty as described in the Agreement between M & R Realty and Kimberly-Clark Tissue Company dated March 14, 1996 and recorded March 15, 1996 in the Kennebec County Registry of Deeds in Book 5086, Page 41. This Agreement with M & R Realty is hereby referred to for a more particular description of the options being assigned.

PARCEL VII - LEASES

Also conveying and assigning certain leasehold estates as tenant on land situated in the City of Waterville and the Town of Winslow, County of Kennebec in the State of Maine, as follows:

Waterville: Land lease dated July 15, 1962 between Maine Central Railroad Company and Scott Paper Company recorded April 5, 1962 in the Kennebec County Registry of Deeds in Book 1258, Page 206; and

Winslow: Lease dated January 11, 1962 between Central Maine Power Company and Scott Paper Company recorded January 25, 1962 in the Kennebec County Registry of Deeds in Book 1253, Page 78.

These instruments are hereby referred to for more particular description of the rights being conveyed and assigned and the obligations being assumed.

VIII - RESERVATIONS

RESERVATION I. EXCEPTING AND RESERVING, to Kimberly-Clark Tissue Company, for itself and its successors and assigns a right of way and easement, in common with Madison Paper Industries, its successors and assigns, over the "Access Road Area" (as such term is defined below) for access, ingress and egress for people, vehicles and equipment (the "Access Road Easement") for the benefit of land to be retained by Kimberly-Clark Tissue Company adjacent to and southerly and westerly of Parcel I and located between Benton Avenue, so called and the Kennebec River (such retained land being referred to herein as the "Kimberly-Clark Retained Parcel"), together with the right to use the Access Road Easement for "Utility Services", as this term is defined in 33-M.R.S.A. Section 458. Kimberly-Clark Tissue Company and its successors and assigns shall have the right, but not the obligation, to pave, maintain, repair and improve the roadway surfaces, bridges, culverts and ditches; provided that any such maintenance and repair shall only be done after notice to Madison Paper Industries or its successors and assigns. Any such maintenance, repair or improvement undertaken by Kimberly-Clark Tissue Company, or its successors and assigns shall be at its or their sole cost and expense, unless the parties agree otherwise.

EXCEPTING AND RESERVING, to Kimberly-Clark Tissue Company, for itself and its successors and assigns of the Kimberly-Clark Retained Parcel, a right to use the Access Road Easement, in common with Madison Paper Industries, its successors and assigns, for any future development (including the subdivision thereof) and for the use of or relating to the Kimberly-Clark Retained Parcel. The rights reserved by Kimberly-Clark Tissue Company in and to the Access Road Easement shall specifically include the right, and Kimberly-Clark Tissue Company, its successors and assigns, are hereby permitted, to reassign and/or grant to future owners of all or any part of the Kimberly-Clark Retained Parcel, any or all of the foregoing rights, privileges and easement.

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Kimberly-Clark Tissue Company, for itself and its successors and assigns, hereby agrees that its use of the Access Road Area and the Access Road Easement shall be at its and their own risk and hereby releases Madison Paper Industries, its successors and assigns, from any liability resulting from or relating to the use of the Access Road Area and the Access Road Easement by Kimberly-Clark Tissue Company, its successors and assigns, except to the extent of negligence or intentional misconduct by Madison Paper Industries, its successor and assigns. Madison Paper Industries, for itself and its successors and assigns, hereby agrees that its use of any repairs, maintenance or improvements made by Kimberly-Clark Tissue Company, its successors and assigns in the Access Road Area in accordance with the rights reserved herein shall be at the risk of Madison Paper Industries, its successors and assigns and hereby releases Kimberly-Clark Tissue Company, its successors and assigns from any liability resulting from or relating to the use of such repairs or improvements in the Access Road Area and the Access Road Easement by Madison Paper Industries, its successors and assigns, except to the extent of negligence or intentional misconduct by Kimberly-Clark Tissue Company, its successors and assigns.

Kimberly-Clark Tissue Company and its successors and assigns (collectively, the "KCTC Indemnifying Parties") do hereby indemnify and hold Madison Paper Industries, its successor and assigns, harmless from and against any and all liability, cost, damage or expense, including court costs or fees and reasonable attorneys' fees, incurred by Madison Paper Industries, its successors and assigns, as a result of or in connection with the negligence or intentional misconduct of Kimberly-Clark Tissue Company, and its successors and assigns, in the exercise of the rights relating to its and their use of the Access Road Area and the Access Road Easement. The foregoing notwithstanding, the liability of any KCTC Indemnifying Party hereunder shall be limited to any liability, cost, damage or expense relating to any event that occurred during such KCTC Indemnifying Party's ownership of the Kimberly-Clark Retained Parcel, or any portion thereof.

Madison Paper Industries and its successors and assigns (collectively, the "MPI Indemnifying Parties") do hereby indemnify and hold Kimberly-Clark Tissue Company, its successor and assigns, harmless from and against any and all liability, cost, damage or expense, including court costs or fees and reasonable attorneys' fees, incurred by Kimberly-Clark Tissue Company, its successors and assigns, as a result of or in connection with the negligence or intentional misconduct by Madison Paper Industries, and its successors and assigns, in the exercise of its rights relating to its and their ownership and use of the Access Road Area and the Access Road Easement. The foregoing notwithstanding, the liability of any MPI Indemnifying Party hereunder shall be limited to any liability, cost, damage or expense relating to any event that occurred during such MPI Indemnifying Party's ownership of the Purchased Premises or any portion thereof.

Nothing in the preceding three paragraphs shall be interpreted as releasing or modifying in any way the obligations to Kimberly-Clark Tissue Company, Madison Paper Industries, and their respective successors and assigns owed by Tenant under that certain Ground Lease Agreement more fully described in paragraph A under heading IX below. The preceding three paragraphs shall also govern the respective rights and obligations of the parties with respect to the License described in Reservation II below while it remains in effect.

The Access Road Area is the area of land that runs generally from Benton Avenue, westerly, northerly, westerly, crossing over the canal bridge, as depicted on the Plan and thence southerly along the easterly side of the Kennebec River to the Kimberly-Clark Retained Parcel which Access Road Area is more particularly described below as Part A and Part B. The Access Road is the existing bituminous pavement portion of the Access Road Area and is depicted on the Plan.

The Access Road Area consists of two parts, which are described as follows:

Part A. Part A of the Access Road Area is comprised of that portion of the Access Road together with that portion of Parcel I, that lies between Benton Avenue and the southerly line of the powerline easement leased to UAH-Hydro Kennebec Limited Partnership, as depicted on the Plan as high voltage line from the Power House to the Access Road; and

Part B. Part B of the Access Road Area is comprised of that portion of the Access Road that runs from the northerly end of Part A above, northerly, then westerly across the canal bridge, then southerly to the Kimberly-Clark Retained Land, together with the land situated twenty (20) feet on either side of the centerline of said portion of the Access Road (except where said portion of the Access Road is within 20 feet of the boundary of Parcel I, in which case the Access Road Area shall stop at such boundary).

Madison Paper Industries, its successors and assigns, shall have the right, but not the obligation, to relocate from time to time any portion of the Access Road Area described in Part B above, at its sole cost and expense, provided that at all times Kimberly-Clark Tissue Company, its successors and assigns shall have a reasonably equivalent roadway in through this area.

The use of the Access Road Easement is subject to the following:

A. Madison Paper Industries, its successors and assigns, may erect at its sole cost and expense such buildings and structures in the Access Road Area that it desires, provided that Kimberly-Clark Tissue Company, its successors and assigns shall at all times have unrestricted access over the paved portion of the Access Road Area and further provided that such structures are not built on a "Crossing Area" (as defined below) after such Crossing Area has been constructed.

B. Kimberly-Clark Tissue Company, its successors and assigns, shall have no access rights over Parcel I to the Kimberly-Clark Retained Parcel, except over the Access Road Area described above and depicted on the Plan.

C. In Part A of the Access Road Area, Kimberly-Clark Tissue Company, its successors and assigns, may construct up to three (3) access road running westerly from the Access Road in a reasonably direct course to the Kimberly-Clark Retained Parcel (referred to singularly as "Crossing Area" and collectively as the "Crossing Areas"). Each Crossing Area may be up to seventy-five feet (75') in width and shall cross the Access Road Area for the purpose of ingress and egress to and from the Kimberly-Clark Retained Parcel for the construction of roadways and for pedestrian and vehicular traffic of all types and for all types of

Utility Services as defined above. The precise location of the Crossing Area shall be at Kimberly-Clark Tissue Company's sole discretion in accordance with the following:

1. Kimberly-Clark Tissue Company, shall give Madison Paper Industries prior written notice of its intent to construct a Crossing Area and shall prepare a plan depicting its location;
2. During construction of the Crossing Area, Madison Paper Industries, its successors and assigns shall at all times have unrestricted access over the paved portion of the Access Road Area;
3. After a Crossing Area has been constructed, Kimberly-Clark Tissue Company, its successors and assigns shall be obligated to pay one hundred percent (100%) of the cost of repair and maintenance of any Crossing Area and fifty percent (50%) of the cost of repair and maintenance of that portion of the Part A Access Road Area from Benton Avenue to the most northerly Crossing Area; and
4. In the event that Madison Paper Industries, its successors and assigns has constructed a building or other structure in the Access Road Area, Kimberly-Clark Tissue Company, its successors and assigns shall be prohibited from constructing an Crossing Area within twenty feet (20') of such building.

D. Part B of the Access Road Area shall not be used as the primary access to or as access by the general public to the Kimberly-Clark Retained Parcel.

RESERVATION II. EXCEPTING AND RESERVING, to Kimberly-Clark Tissue Company, for itself and its successors and assigns, a License, in common with Madison Paper Industries and others, to use the land in Parcel II to perform and its obligations as set forth under the Purchase and Sale Agreement of Madison Paper Industries relating to the bark landfill located on Parcel II (collectively the "Bark Landfill Undertakings") including the use for all purposes of a way for people, vehicles and equipment. This License shall terminate at the same time that the Kimberly-Clark Tissue Company's obligations pursuant to the "Bark Landfill Undertakings" or in any event on December 31, 2003.

This License is irrevocable during its term.

RESERVATION III. EXCEPTING AND RESERVING, to the Kimberly-Clark Tissue Company, for itself and its successors and assigns two easements for transmission and distribution of electricity and intelligence over portions of the Access Road Area:

Easement 1. From the termination of the Central Maine Power Company easement described in a deed to Central Maine Power Company dated October 14, 1946 and recorded October 22, 1946 in the Kennebec County Registry of Deeds in Book 834, Page 325 (which

terminus is identified on Sheet 1 of the Plan) the "CMP 34 KV Transmission Line"); thence westerly to Kimberly-Clark Retained Parcel; and

Easement 2. From the southerly line of the CMP 34 KV Transmission Line southwesterly to the Kimberly-Clark Retained Parcel.

These easements are fifty feet (50') feet on either side of the following centerlines:

Easement 1 the centerline is described as a line created if the existing transmission line was extended westerly through the transformer area to the westerly sideline of the Access Road Area; and

Easement 2 the centerline is described as the existing transmission line starting from a point on the CMP 34 KV Transmission Line where the transmission line separates; thence southwesterly to the westerly sideline of the Access Road Area; and

shall include the right and easement to construct, bury, maintain, repair, rebuild, respace, replace, operate, patrol and remove electric and communication transmission and distribution lines and/or cables consisting of suitable and sufficient poles and towers with sufficient foundations, together with wires strung upon and extending between the same and/or underground cables, for the transmission of electric energy and intelligence, together with all necessary fixtures, anchors, guys, crossarms, conduits, manholes and other equipment and appurtenances and the right and easement at any and all times to clear and keep the easement areas free of trees, timber and brushes by such means as the Kimberly-Clark Tissue Company, its successors and assigns may select, including the right to eliminate or modify the growth of trees and branches or other vegetation, and the right and easement to prohibit the erection or maintenance of any building or other improvements within these areas, provided, however, that at no time shall Madison Paper Industries, or its successors and assigns be deprived of access or use of the Access Road within the Access Road Area. In the event of any such work is on the Access Road, then Kimberly-Clark Tissue Company, its successors and assigns, shall restore the Access Road to its condition immediately prior to such work.

IX - SUBJECT TO:

Parcels I, II, III, IV, V and VII are, in whole or in part, conveyed SUBJECT TO the conditions, obligations and restrictions to which reference is made in the following instruments (these instruments are hereby referred to for a more particular description):

A. A Ground Lease dated October 10, 1986 with Scott Paper Company as Landlord and UAH-HYDRO Kennebec Limited Partnership as Tenant ("Lease"). A Memorandum of this Lease dated November 4, 1986 was recorded November 7, 1986 in the Kennebec County Registry of Deeds in Book 3052, Page 127. On October 10, 1986 the Lease was supplemented by an agreement entitled Supplemental Agreement between Scott Paper Company and UAH-HYDRO Kennebec Limited Partnership. September 1988 Scott Paper Company agreed with UAH-HYDRO Kennebec Limited Partnership to amend this Lease by an Amendment to Lease recorded November 16, 1988 in the Kennebec County Registry of Deeds in Book 3460, Page 35.

March 27, 1989 Scott Paper Company agreed with UAH-HYDRO Kennebec Limited Partnership to amend this Lease by an Amendment to Lease recorded April 4, 1989 in the Kennebec County Registry of Deeds in Book 3524 at Page 149. August 13, 1991 Scott Paper Company agreed with UAH-HYDRO Kennebec Limited Partnership to amend this Lease by an Amendment No. 1 to Ground Lease Agreement. August 30, 1991 this Lease was amended by an Amendment to Lease recorded September 1, 1991 in the Kennebec County Registry of Deeds in Book 3975, Page 56.

The Ground Lease is subject to mortgages to CIT Group/Equipment Financing, Inc., Book 3052, Page 163, Book 3524, Page 157 and Book 3975, Page 66.

B. Utility Easements or, fee parcels conveyed out, EASEMENT OR FEE TO CMP

Grantor	Grantee	Date of Instrument	Date of Recording	Book and Page
Hollingsworth & Whitney Company	Central Maine Power Company	9/9/13	9/11/13	537/254
Hollingsworth & Whitney Company	Central Maine Power Company	10/14/46	10/22/46	837/325
Hollingsworth & Whitney Company	Central Maine Power Company	10/6/48	11/12/48	865/113
Hollingsworth & Whitney Company	Central Maine Power Company	4/13/54	5/19/54	960/402
Scott Paper Company	Central Maine Power Company	5/14/56	6/13/56	1047/168
Scott Paper Company	Central Maine Power Company	9/3/71	9/27/71	1562/227
Donald Sturtevant and Elaine Sturtevant	Scott Paper Company	7/31/80	8/4/80	2311/317 Subject to Central Maine Power Company easement
Scott Paper Company	Central Maine Power Company	7/7/71	7/29/71	1555/797
Scott Paper Company	Central Maine Power Company	6/19/73	9/5/73	1671/41

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Scott Paper Company	Central Maine Power Company	2/12/74	3/29/74	1714/118
Scott Paper Company	New England Telephone and Telegraph Company and Central Maine Power Company	2/14/83	3/1/83	2544/33
Scott Paper, Inc.	Central Maine Power Company and New England Tel. & Tel. Company	12/22/88	3/9/89	3513/218
Kimberly-Clark Tissue Company	Central Maine Power Company	6/28/99	7/7/99	5991/241

C. Flowage Rights of Others:

- (i) The Merimil Limited Partnership to Scott Paper Company April 21, 1985, recorded May 8, 1987 Kennebec County Registry of Deeds, Book 3147, Page 290; and
- (ii) Lockwood Company to Hollingsworth & Whitney Company dated March 15, 1926 and recorded April 7, 1926 in the Kennebec County Registry of Deeds in Book 631, Page 598.

D. Kennebec River

Rights, if any, of the property owners abutting the Kennebec River or the public, in and to the waters of the Kennebec River, and in and to the bed thereof; also boating and fishing rights of property owners abutting the Kennebec River, or the stream of water leading thereto or therefrom.

E. Obligations with regard to a Dam.

On October 21, 1891 Kimberly-Clark Tissue Company acquired the obligation to maintain a dam in the Kennebec River between Waterville and Winslow at the College Rips Area, so-called. This obligation is more particularly described in three instruments:

- i. Lockwood Company to Hollingsworth & Whitney dated October 21, 1891 and recorded October 27, 1891 in Book 389, Page 194;

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ii. Lockwood Company to Hollingsworth & Whitney dated May 3, 1892 and recorded July 23, 1892 in Book 392, Page 222; and

iii. Lockwood Company to Hollingsworth & Whitney dated March 15, 1926 and recorded April 7, 1926 in Book 631, Page 598 (collectively these instruments are hereinafter referred to as "Original Indentures").

The Original Indentures are hereby referred to for a more particular description of the obligation to maintain a dam. By acceptance of this Quitclaim Deed With Covenant, Madison Paper Industries, for itself and its successors and assigns, hereby agrees to assume the obligation to maintain a dam as required by the Original Indentures and agrees to hold Kimberly-Clark Tissue, its successors and assigns, harmless from any liability on account of this obligation.

- F. Rights belonging to the Kennebec Water District..
- G. Hydro-Electric Facility licensed by the Federal Energy Regulatory Commission, License number 2611.
- H. DEP:
 - (i) Maine Department of Environmental Protection permit issued pursuant to the Maine Waterway Development and Conservation Act, and
 - (ii) Maine Department of Environmental Protection Agreement with Kimberly-Clark Tissue Company regarding Bark landfill on Parcel II
- I. Obligations to Maine Central Railroad Company described in deed to Scott Paper Company dated April 28, 1982 and recorded September 1, 1982 in Kennebec County Registry of Deeds in Book 2500, Page 241. Rights into the retaining wall in favor of Kennebec Sanitary Treatment District in deed dated April 28, 1982 and recorded June 3, 1982 in Kennebec County Registry of Deeds in Book 2475, Page 64.
- J. Rights of Maine Central Railroad Company to cross the parcels of land in Winslow, Maine.
- K. Rights of Maine Central Railroad Company to cross parcels of land in Waterville, Maine with water pipes.
- L. Parcel No. IV, Bond Brook is subject to the following:
 - i. Mortgage from O'Neil Lajoie to Augusta Community Development Program in the principal amount of \$6,250.00 dated May 8, 1989 and

recorded in the Kennebec County Registry of Deeds in Book 3542, Page 191;

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- ii. Also subject to and excepting easements, rights and privileges set forth in the above referenced deed recorded in the Kennebec County Registry of Deeds in Book 849, Page 236;
- iii. Easement from Kennebec Associates, Inc. to Central Maine Power Company dated March 6, 1952 and recorded in the Kennebec County Registry of Deeds in Book 927, Page 98;
- iv. Easement from O'Neil G. Lajoie to Augusta Water District dated June 14, 1989 and recorded in the Kennebec County Registry of Deeds in Book 3562 at Page 231;
- v. Agreement between O'Neil G. Lajoie and Augusta Water District dated August 23, 1979 and recorded in the Kennebec County Registry of Deeds in Book 2257, Page 55.

X. RESTRICTIONS ON PARCEL II:

PARCEL II (THE "RESTRICTED AREA") IS SUBJECT TO THE FOLLOWING CONDITIONS AND RESTRICTIONS WHICH WILL REMAIN IN FULL FORCE AND EFFECT UNTIL DECEMBER 31, 2003:

- a. The construction or placement of any buildings or other structures in or under the ground is prohibited in the Restricted Area except that a temporary structure may be placed in the Restricted Area so long as its placement involves no excavation;
- b. The placement or storage of any waste, including but not limited to, any Hazardous Substance, special waste or solid waste, or any other equipment, substance or material that if spilled or released to the environment would constitute a waste is prohibited in the Restricted Area;
- c. The excavation, digging, grading, drilling, mining, or any other disturbance of the ground is prohibited in the Restricted Area;
- d. The removal of soil, subsoil, rock, minerals, bark, wood waste, or any other surface or subsurface material is prohibited in the Restricted Area;
- e. The compaction of the soil or subsoil is prohibited in the Restricted Area;
- f. The installation of any wells for potable water or the use of any surface or ground water for any purpose, including, but not limited to, as a drinking water supply is prohibited in the Restricted Area;

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g. The alteration in any surface water, ground water, or the water table (other than that occurring naturally) is prohibited in the Restricted Area;

h. Any activity that would disturb the Bark Landfill cover, vegetation (including the harvesting of any trees), culverts, drainage system components, and slope grading or the stabilization work set forth in the Bark Landfill Undertakings except such maintenance as is otherwise required by the Bark Landfill Undertakings is prohibited in the Restricted Area;

i. Any other act detrimental to the stability of the land, either surface or subsurface is prohibited in the Restricted Area;

The following activities are permitted within the Restricted Area:

j. Madison Paper, its successors and assigns, may maintain the current road in the Restricted Area and may construct a fence of the Restricted Area as it desires, provided it gives due consideration to the restrictions above and the impact of any work in the Restricted Area;

k. Kimberly-Clark Tissue Company, its successors and assigns, may do all activities as needed to comply with the Bark Landfill Undertakings and Kimberly-Clark Tissue Company reserves a license in the Restricted Area to do all work in the Restricted Area as required by the Bark Landfill Undertakings.

None of the provisions set forth herein shall apply to actions taken which are required or authorized by any order of the Maine Department of Environmental Protection ("DEP") or any consent decree entered into between the DEP and Kimberly-Clark Tissue Company or which are otherwise specifically authorized in writing by the Commissioner of the DEP or which are otherwise required by Environmental Law.

The restrictions set forth herein run with the land (Parcel II) and shall be binding upon Madison Paper Industries and its successors and assigns; provided, however, that such restrictions shall expire on December 31, 2003.

These restrictions are for the benefit of and may be enforced by Kimberly-Clark Tissue Company, its successors and assigns.

The term "Bark Landfill Undertakings" is defined in Paragraph VIII(ii).

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RECEIVED KENNEBEC SS.

2000 APR -4 AM 9:00

ATTEST: *Theresa Rich-Morris*
REGISTER OF DEEDS